

BEFORE THE POSTAL REGULATORY COMMISSION
WASHINGTON, D.C.

RANDALL EHRLICH,

Complainant.

Docket No.: C2020-1

THIRD DECLARATION OF
RANDALL EHRLICH

I, **RANDALL EHRLICH**, being over 18, of sound mind, and having personal knowledge, declare under penalty of perjury under the laws of the United States that the following is true and correct:

1. I have reviewed USPS's answers to the Chairman's Information Request No. 2 and offer the following responses.

2. I find it concerning that USPS would submit a declaration from a manager (John Bell) who was not even present at the Annex in 2015 or 2016 (and did not begin working there until February 2017, per *Bell Decl.*, ¶ 2), containing hearsay statements from an unidentified letter carrier and failing to submit the actual alleged complaints, nor even a declaration from her. The PRC should disregard his declaration for that reason alone.

3. As my attorney points out in his responsive brief of today's date, USPS can continue to claim multiple dogs acting aggressively yet offer no admissible evidence of same, and, in fact, misstate them to the PRC, putting aside that on a motion to dismiss, all of my allegations are to be accepted as true.

THIRD EHRLICH DECLARATION - 1

ANIMAL LAW OFFICES OF
ADAM P. KARP, ESQ.
114 W. Magnolia St., Ste. 400-104 • Bellingham, WA 98225
(888) 430-0001 • Facsimile: (833) 878-6835
adam@animal-lawyer.com

1 4. I currently have a dog named Ilsa, who is depicted pleasantly interacting with a Q13
2 reporter: <https://q13fox.com/2017/10/30/decade-long-post-office-dog-hold-leads-to-federal->
3 [lawsuit/](#) . I have had her for three (3) years. I do not own or possess any other dog who was
4 allegedly threatening Voisine in 2015 (or at any other time.)

5 5. Cookie, the dog from the initial complaint, was adopted out in July 2015 and, on
6 information and belief, has actually been dead for years.

7 6. While I have no recollection of any such incident, the only dog allegedly at my
8 premises on August 8, 2015 was named Lilah, who I was fostering and has not been at my home
9 for over four years. Indeed, my recollection is that I caused her to leave my residence and be kept
10 by another foster in November 2015. Lilah has never returned to my home. I am given to
11 understand that she was eventually adopted in July 2016. Attached is a true, redacted copy of the
12 adoption contract.

13 7. There have never been any complaints (unfounded ones, at that) concerning any
14 dog at my premises since the bogus August 2015 one described in USPS's submission.

15 8. To be clear, there was no delivery after Cookie was adopted out. Voisine had never
16 been to my house after my mail was cut off except when my house cleaner saw her walking down
17 my driveway. No other carrier has made an aggressive dog complaint. The safety inspector came
18 out once and met Lilah. He petted her and there was no incident. Nor have I seen any report from
19 Voisine or any substantiation (beyond her alleged misrepresentation) that there was one.

20 9. In or about 2014, Voisine used to pet the German Shepherd I owned and had no
21 issues.

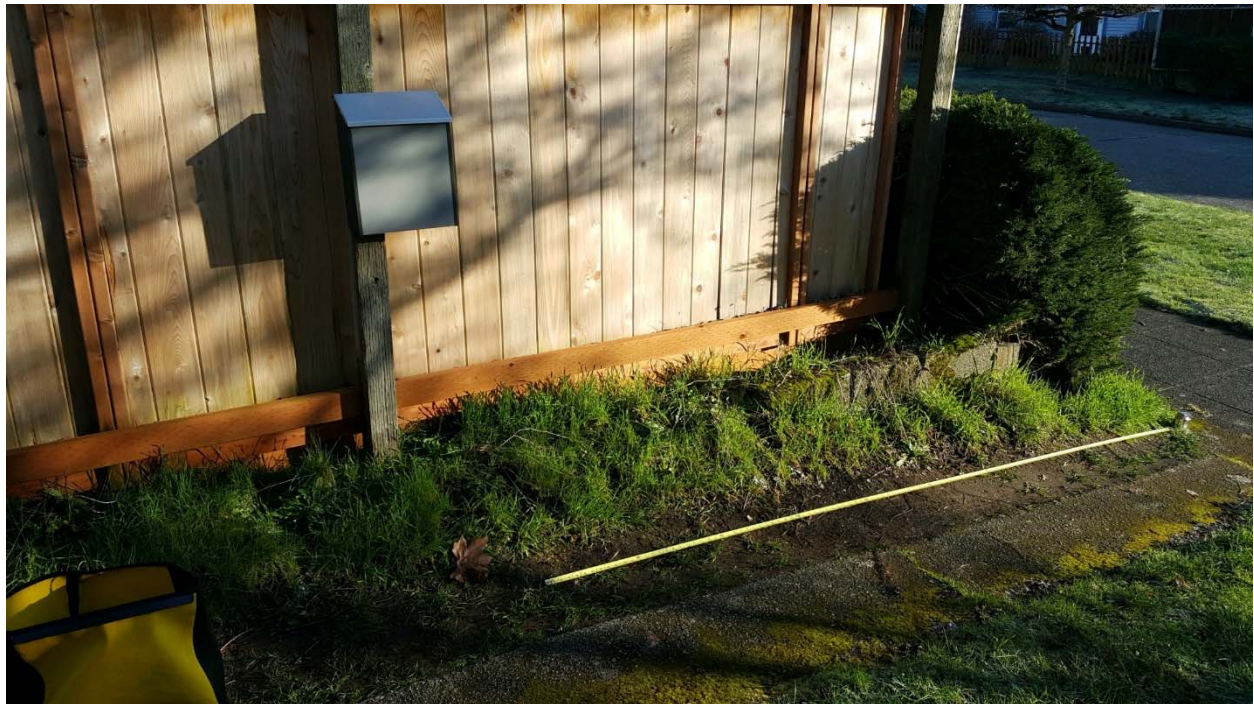
22 10. I relocated my mailbox to the fence, which was at least twenty (20) feet from my
23 door. After doing so, I was then told it was insufficient. I never agreed to move my box to the
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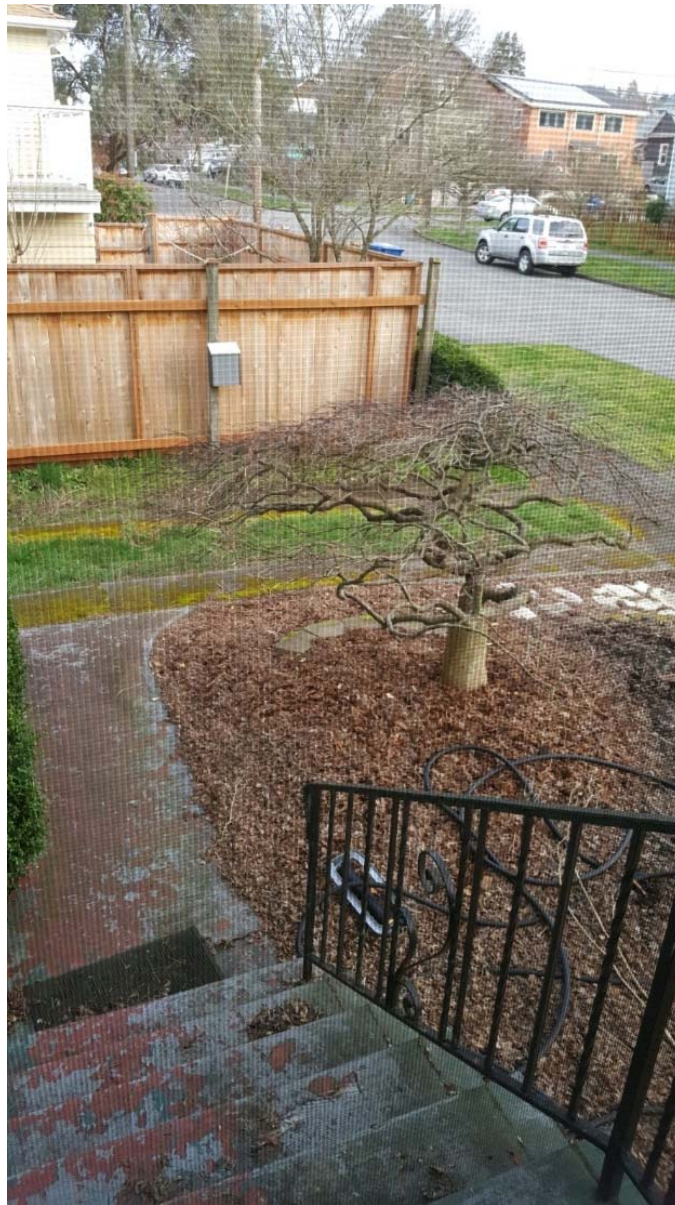
THIRD EHRlich DECLARATION - 2

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1 location they are claiming. See my first declaration of 2018, ¶ 5. It was only after I moved my box
2 to the present fence location that they then asked that I move it even closer to the sidewalk. Line-
3 of-sight was only mentioned *after* I moved my box.

4 11. Below are photographs that truly and accurately represent my front yard, side fence,
5 and sidewalk. The second box I mounted (and from which I proved items were stolen just months
6 ago) is ten feet, eight inches from the sidewalk and more than twenty feet from my front door,
7 within its line of sight. Moving it 6' closer, as USPS contends, would be practically at the sidewalk
8 and make it an even easier target for theft.





12. As to the inanity of the District Policy, I ask the PRC to recall that Cookie was behind a closed screen door *and* metal gate and never tore the screen, surmounted the gate, or left my dwelling when Voisine claims to have been threatened by her. I direct the PRC to my letter to the Postmaster General of February 2017 (Exh. 6 to ChIR No. 2), where I again explain that there was a metal gate and closed screen door and that the dog barked at the sound of Voisine approaching but made no effort to breach the gate. Note that while I said “August,” nearly a year

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1 and a half had passed before I authored this letter and recalled the Cookie interactions as having
2 been in the late July timeframe. I did not intend to suggest that there was a different dog, or dog
3 encounter, in the month of August. That said, the dog on premises in August left in November
4 2015.

5 13. Voisine harasses other postal customers with dogs by fabricating or exaggerating
6 claims to get them to move their boxes to the street so she does not have to walk up the steps. She
7 is using this overbroad District Policy as a pretext for laziness.

8 14. Since August 2015, Voisine never had any interaction with any of my foster dogs
9 or Ilsa, the dog I have had the last three years.

10 15. I am gravely concerned by the historical harassment, including destroying
11 mailpieces, throwing items into my yard, leaving opened cat food cans on my property, pointing a
12 “finger gun” at me, and other documented misbehavior against others who have complained about
13 her (e.g., physically assaulting a neighbor, pepper-spraying another neighbor’s window, being
14 removed from the route of Hougardy), which USPS has conveniently ignored as a component of
15 the discriminatory treatment I have endured by this carrier (and condoned by the Annex). Even if
16 the PRC orders restoration of mail service, without a strong admonition that such harassment
17 cease, Voisine will continue to bedevil me and frustrate mail service. I urge the PRC to find that
18 continued service by Voisine is no longer feasible and will give rise to continued legal dispute.
19 There were a few isolated occasions (less than I can count on one hand) in the last several years
20 since mail service stopped when I found mail in my porch box. I believe that occurred because a
21 substitute carrier delivered, proving that service to my door is not only safe and reasonable, but
22 performed without need of that carrier to invoke this questionable District Policy.
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THIRD EHRLICH DECLARATION - 5

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1 16. Desperate to accuse me, USPS suggests that an unnamed dog, unidentified as
2 coming from my home, or even seen under my care, custody, or control, was responsible carrier
3 interference on an entirely different block and street from my own. I live at 5833 7th Ave. NW, not
4 the 5600-5700 block of 8th Ave. NW.

5 17. OSHA never contacted me concerning any alleged dog misbehavior emanating
6 from my premises.

7 18. Animal control never contacted me concerning any alleged dog misbehavior
8 emanating from my premises.

9 Executed this February 24, 2020 in the city of Seattle, Wash.

10 
11 Randall Ehrlich

Adoption Contract

Washington German Shepherd Rescue (WGSR) Date: 12 July '16

THE ENTIRE CONTRACT AGREEMENT BETWEEN THE PARTIES IS CONTAINED HEREIN.

ADOPTION AGREEMENT FOR Lilah REFERRED TO AS
"the DOG" FOR THE REMAINDER OF THIS CONTRACT AGREEMENT.

PLEASE REVIEW THIS CONTRACT CAREFULLY!

INITIAL in the space provided after reading each condition of this contract.

I/we agree to abide by the following conditions:

1. Though I/we will become the DOG's new owner, I/we understand that WGSR is retaining specific property rights in this dog as stated in the following restrictive covenants. I/we understand that in adopting this animal, I am/we are bound by the following covenants and that upon breach of any of the covenants in this contract, I am/we are obligated to return the DOG to WGSR. "Breach of contract" is defined as a violation of any of the conditions initiated by me in this Adoption Agreement.

2. I/we understand that the DOG may have been exposed to and/or incubating a virus or other illness (such as kennel cough), in the process of being rescued and sheltered. I agree to be financially responsible for veterinary costs, if any, associated with continuing

3. I/we agree to inform WGSR of any change in address or phone number

4. I/we agree to immediately (same day) inform WGSR if the DOG is lost/noticed missing.

5. I/we will allow WGSR to make surprise home visits within 5 Years of signing this contract.

6. I/we agree to obey all federal, state, and local laws regarding pet ownership, including but not limited to cruelty-to-animals, or numeric limitations (e.g., only 3 small animals permitted in your residence.)

7. I/we agree that under no circumstance will I/we sell, trade, adopt, give, surrender or transfer ownership of the DOG to anyone other than WGSR. I/we agree that WGSR retains the right of first refusal if I/we can no longer properly care for the dog or provide a quality permanent home. (This means that I/we must provide WGSR the option of repossessing the DOG before delivering the DOG to any other person or entity, or abandoning the DOG - which is expressly prohibited by this Adoption Contract.) Upon signed agreement with WGSR the DOG may be adopted to a person(s) who meets WGSR standards. This is on an "as needed basis" only and IS NOT STANDARD PRACTICE for this rescue.

8. I/we agree that I/we will never use or sell the DOG for research or for the purpose of training or fighting animals either in the United States or abroad

9. I/we agree that the DOG will be a part of the family and allowed to live and sleep indoors. I/we will NOT chain, tie or otherwise confine the DOG to an outdoor kennel at any time. I/we agree that I/we will NOT leave the DOG outdoors alone for any length of time. I/we agree that the DOG will have a FIRM mattress or bedding to sleep on.

10. I/we agree that the DOG will be fed a HIGH QUALITY dog food and that I/we will supply the DOG with supplements in order to prevent arthritis, unless otherwise recommended by a licensed veterinarian upon examination. I/we agree to take the DOG to a licensed veterinarian as needed but not less than once a year for a wellness check-up. I/we agree to bear these veterinary expenses at my sole expense.

11. I/we agree to allow WGSR the right to receive copies of veterinary records pertaining to the DOG's adopted from WGSR if this Adoption Contract has been breached.

12. I/we agree that I/we will NOT mistreat, beat or otherwise cause harm to this DOG in any manner or fashion. I/we will at all times ensure the safety of the DOG. I/we will provide fresh water and feed the DOG on a daily basis.

13. I/we agree that I/we will surrender the DOG to the WGSR or a representative of

WGSR immediately should I/we fail to meet the requirements and contractual agreements made in this contract. I/we agree to pay out of pocket any and all attorney/legal fees and or expenses that incurred while WGSR or its representatives are attempting to regain possession or ownership of the DOG. WGSR reserves the right to perform unannounced surprise home visits for the first 5 year after adoption date without prior notice. WSGR reserves the right to contact adopter(s) at will for the first 5 years after the adoption date by phone or any other method of communication, (e-mail, postal service etc).

14. I/we will inform our estate planner and next of kin of the adoption agreement. In the case of an untimely death, the next of kin or estate planner will notify WGSR. WGSR will take every recourse to re-home the dog immediately.

15. I/we understand that it can or will take up to two weeks for the DOG to acclimate into his/her new environment. The DOG may get diarrhea, cry, and pace for the first few days. I/we will not allow the DOG off-leash when outside for the first 30 days at a minimum. A completed 6 week minimum group obedience class is mandatory. We do require proof of this. This class must be taught by a trainer that uses prong collars (training collars) and adopters will have the dog on a prong collar at all times when in an obedience class and outside of the home. You will have 14 days after the adoption contract is signed, to sign up for obedience classes.

16. I/we agree to pay all expenses for the DOG to be returned should it not be a good match. This will include airfare, boarding kennel expenses, any fees associated with returning the DOG back to WGSR. I/we will pay any upfront fees for travel, kennel, etc, adoption fee, vet fees, if necessary.

17. I/we agree that WGSR has the right to demand immediate return of the DOG for breach of contract. Upon breach of contract and WGSR's demand for return of the dog, I/we agree to pay any costs associated with such repossession, including reasonable attorney's fees, and litigation-related expenses. Should a judgment be entered against me for such costs and/or fees, I/we agree to pay additional attorney's fees and costs related to collecting on the judgment.

18. I/we agree that I am assuming any and all risks associated with this animal. I/we further understand that if the DOG harms, injures or makes ill any person or other animal, or damages any property, I/we shall assume all legal responsibility for such, and shall defend, indemnify, and hold harmless WGSR, its officers, employees, volunteers, assigns, agents, representatives, heirs, and successors. Washington German Shepherd Rescue has made the owner(s) aware that all dogs are different and can respond in unpredictable ways. The owner(s) acknowledges that there is no guarantee on age, temperament, health, existence of congenital or developmental defects, disease or illness, or mental disposition of the DOG that is being adopted. Adoptive owner(s) expressly acknowledges that he or she accepts the risk that the DOG may have vicious propensities that were not disclosed to or detected by WGSR and its representatives. These propensities could cause injury, including death, and owner(s) expressly assume said risks. The owner(s) is expressly informed not leave the DOG unattended with children. If owner(s) choose to, it is at their own risk.

19. I/we certify that the information provided on my Adoption Application is true and understand that false information will nullify this adoption and be regarded as a breach of contract.

20. I/we agree that if I/we fail to enroll and complete obedience training with the DOG and encounter problematic behavior issues which cause me to return the DOG, I/we will forfeit my adoption fee to WGSR.

21. If problematic behavior issues arise and I am/we are unable to correct through obedience classes and correspondence/instruction with the Rescue, I/we agree to return the DOG within 2 weeks of adoption and the adoption fee will be refunded after the DOG is returned.

22. **Choice of Law, Jurisdiction, and Venue:** I/we agree that any litigation arising

from this Agreement will commence in Snohomish County, Washington, applying Washington State law, and I/we expressly agree that such court will have personal jurisdiction over me/us even if I/we are served outside the State of Washington.

YOUR SIGNATURE BELOW AFFIRMS THAT YOU, THE ADOPTER(S) IS/ARE IN FULL AGREEMENT WITH THE TERMS OF THIS CONTRACT.

This is subject to change based on circumstances and provisions.

Name: _____

Signature Printed Name _____

Drivers License: _____

Address: _____

Name: _____

Signature Printed Name _____

Drivers License: _____

Address: _____